

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

<u>CONTRACT LINE ITEM</u>	<u>Estimated QTY</u>	<u>UNIT</u>	<u>TOTAL</u>
0001 DOT Headquarters Base Period: Date of award through 24 months.	SEE CLAUSE H. 8		\$
0201 DOT Headquarters Option period 1	SEE CLAUSE H. 8		\$
0301 DOT Headquarters Option period 2	SEE CLAUSE H. 8		\$
0401 DOT Headquarters Option period 3	SEE CLAUSE H. 8		\$

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Introduction

This Statement of Work is for DOT's travel analysis and management requirements. Analysis of DOT travel patterns and strategies for savings opportunities will be an element of the travel management services. Our objective is for the Contractor to receive incentives for the provision of quality travel and travel savings so that the quality and economic incentives coincide between the Contractor and DOT. Central to managing DOT travel services is the continual assurance of quality services to travelers.

The Contractor will implement a basic fee based travel booking system with multiple methods for reservations including, but not limited to, fax, E-mail, Internet/Intranet, telephone and/or automated booking system.

The Contractor shall deliver quality travel management through consolidated reporting and cost effective travel reservation activity. The location and quality of lodging and travel is to be maintained or enhanced while achieving appropriate economies. Incentives for travel management will be paid based on achieving quality levels and savings. The Contractor will implement and assist in the development of DOT's travel policies. Travel management objectives and incentives will be established for the Contractor in the fulfillment of its service and support requirements.

C.2 Configuration and Coverage

DOT's Headquarters current travel management configuration and official and leisure travel volumes as well as nation-wide totals are included in Attachment A. A summary of spending and reservation activity is at Attachment B. This contract covers DOT Washington travel funds while allowing for future DOT regional and field offices participation as regional Travel Management Center contracts expire.

C.3 Fee Structure

This contract shall be *fee-based*, establishing a service relationship with a menu of fee based services charged by the Contractor based on the reasonable cost of making a reservation and related services. Some DOT staff elements will use the full services of the Contractor, while others may not. One of DOT's desires is to develop a dynamic fee structure that creates incentives for

frequent travelers to use current and future automation to lessen Contractor costs and thus DOT costs.

Any and all revenue accrued by the Contractor (generated from air sales, hotels, car rentals, etc.) shall be sent to DOT including portions of overrides and any payment received by the Contractor. The Contractor will be asked to set up a net billing mechanism on the front end to eliminate the need for retrospective reimbursements and adjustments.

C.4 **Communication Methods**

Contractor shall demonstrate ability and willingness to adapt in the rapidly changing travel technology environment. Although DOT organizational elements will not be required to use nor have all communication methods to arrange travel, the Contractor is preemptively able to accept all of the following methods in Washington Headquarters:

- a. Travel Management System (TMS) or similar systems
- b. Automated booking system (Internet/Intranet)
- c. E-Mail
- d. Fax
- e. Telephone
- f. In person

A description of DOT's current travel management systems environment is at Attachment C. The Contractor is required to assist DOT in linking the various travel management systems to the Contractor's computer reservation system (CRS) and direct access bookings. The contractor will have access to the DOT internal network.

In addition to CRS access through the travel management systems, DOT requires the Contractor to provide an on-line automated booking system. This system may work independently from DOT's travel management systems and ought to integrate Government-wide/DOT policies, negotiated rates and travelers profiles. The automated booking system shall be Internet/Intranet based.

At a minimum, the CRS used by the Contractor shall include GSA contract fares and negotiated rates for airlines, rail, hotels and car rentals and have the capability to include other rates set by DOT consistent with federal travel policy. The use of electronic tickets will be offered as an option to the traveler.

The Contractor is expected to provide a multi-line, automatic call sequencer, call holding telephone system at all staffed locations. The Contractor shall provide all necessary office equipment, furnishing, supplies and ticketing equipment, accounting software, computer systems, communications services

and related items necessary to conduct its operations to fulfill the contract requirements.

C.5 Payment Mechanisms

DOT currently participates in the Federal Government Charge Card Programs and also offers the Government Transportation Request (GTR) form as a travel payment option. The Contractor shall accept all major credit cards for official travel services, including lodging and vehicle rentals (air and rail transportation can only be charged to the GTR and AMEX card). The Contractor is required to assist DOT in improving and developing current and future payment mechanisms.

C.6 Travel Management Services

The Contractor shall offer various travel management services. Some of the functions the contractor is required to perform include but are not limited to:

- a. Assisting DOT in locating and negotiating rates below those offered to Federal travelers for preferred lodging establishments, rental car companies, etc. This may be done in conjunction with other business of the Contractor, other travel groups, Federal agencies or a combination as well as the use of other travel entities (e.g. hotel brokers).
- b. Planning and arranging conference and group meetings;
- c. Disbursement of travelers checks; and
- d. Selectively tracking and managing frequent traveler mileage and bonuses.

C.7 Contract Incentives

If the proposed quality thresholds are met, the Contractor's income increases by participating in DOT's travel savings and the contractor has the potential to maximize earning potential by maintaining a high quality of service while managing services at an economical cost.

The Contractor is rewarded for:

- a. achieving cost savings from air fares that are lower than government contract rates, which may be restricted tickets as well as special sales airline fares, unique group travel opportunities, special coupon offerings, consolidator fares, etc.
- b. promoting and increasing the use of electronic booking methods (E-mail, Internet, automated booking system, etc.) and thereby lowering fees; and

- c. tailoring, promoting, and increasing the use of negotiated hotel, car and airline rates in selected cities or areas utilizing discount services or programs for the various DOT organizational elements and conferences.
- d. Aggressively managing high frequency travelers to take advantage of frequent traveler programs.

C.8 Quality of Services

DOT is looking to improve travel services for its travelers and travel arrangers. To create an effective service relationship between the selected Contractor and DOT, performance guarantees will be established. Quality standards can be found in Attachment D.

ATTACHMENT A

DOT's current configuration consist of onsite operations at three designated locations plus three additional satellite ticket printer locations (see chart below).

DOT Washington area official air travel volume for FY 1995 is approximately \$11 million. DOT nation-wide total is approximately \$50 million. DOT's leisure travel volume is estimated at \$1 million.

Headquarters Actual FY 1995 Official Travel

Primary Offices

Department of Transportation Federal Office Building 10A 800 Independence Avenue, SW Washington, DC 20590	\$4,154,000
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Department of Transportation Nassif Building 400 7th Street, SW Washington, DC	\$4,127,000
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Department of Transportation U.S. Coast Guard Transpoint Building Washington, DC 20593	\$2,341,000
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Other DOT Offices

Department of Transportation National Pollution Control Center 4200 Wilson Boulevard Arlington, VA 22203	\$50,000
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Department of Transportation Information Systems Command 7323 Telegraph Road	\$186,000
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Alexandria, VA 22310

Department of Transportation
Federal Aviation Administration
Dulles Airport Gateway Building
Chantilly; VA 22021

\$25,000*

* Opened September 1995.

ATTACHMENT B

Summary of Spending and Reservation Activity

Expense Category	AMOUNT
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1995 Airline Ticketing Expense (*)	\$ 10,858,231
Domestic Air Spending	10,247,719
Average Domestic Ticket Cost	\$ 338
International Air Spending (6% of total dollar volume)	613,512
Average International Ticket Cost	\$ 635
Total Airline Tickets	30,935
Combined Average Airline Ticket Cost	\$ 351
Estimated Use of Government Rates	98 %

(*) Expense for basic fare including taxes.

Approximate market share percentage of airlines

1. United	21 %
2. US Air	20 %
3. American	17 %
4. Delta	16 %
5. Northwest	10 %
6. TransWorld	4 %
7. Continental	4 %

C. Most frequent city-pairs, average cost per segment and number of segments.

1. DCA and BOS	\$199	# segments	3236
2. DCA and ORD	\$67	# segments	1979
3. DCA and ODC	\$129	# segments	1957
4. DCA and ATL	\$244	# segments	1765
5. DCA and LGA	\$61	# segments	1681
6. DCA and DFW	\$192	# segments	1325
7. IAD and SEA	\$155	# segments	1178
8. DCA and MSY	\$225	# segments	1104
9. IAD and DEN	\$87	# segments	1104

10.	IAD and	LAX	\$117	# segments	963
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Travel Management Systems

DOT's Headquarters employees have access to three different Travel Management Systems: PerDiemazing (Aldmyr Systems), Travel Manger Plus (GELCO PayNetwork) and GATES. These systems automate the trip planning, trip authorizations, voucher approval, reconciliation and payment, accounting, and auditing travel functions.

Currently, PerDiemazing is the only TMS that has the capability to link directly into a computer reservation system (CRS).

PerDiemazing is designed to work with any of the four major CRS. The contractor's system will interface with the various travel management systems to handle reservation requests and process electronic generated travel authorizations. When fully deployed, PerDiemazing will be used by approximately 600 DOT travelers.

The contractor will have access to PerDiemazing software.

PerDiemazing requires at least 486 16MB RAM IBM compatible PCs with Windows running in a BANYAN, NOVELL or N/T environment.

TMC QUALITY STANDARDS

- Accurate/Confirmed Reservations - 99% of air, rail, hotel , and car reservations are confirmed and accurate
- Ticket Delivery - 98% of all tickets to be delivered and ready for pickup by date requested by traveler.
- Phone Response Time - 95% of all incoming calls will be answered by an agent within three (3) rings and a maximum time on hold of 2 minutes.
- Policy Compliance Measures - Exception codes and lost savings shall be annotated on invoice in 100% of cases that apply.
- Traveler Satisfaction Index - Minimum of 40% of travelers will be surveyed quarterly for rating contractor services. The following presents the acceptable percentage that respondents will rate the contractor.

Excellent	25% minimum
Very Good	40% minimum
Average	32% minimum
Below Average	2% minimum
Poor	1% minimum
- Hotel/Rental Car Rates - A minimum of 98% of hotel and rental car reservations shall be offered utilizing GSA negotiated rates or DOT preferred vendor rates.

- Process Refunds/Adjustment - 98% of refunds and adjustments shall be processed within 5 working days.
- Air Fare Accuracy - Minimum of 98% of all reservations quoted within DOT guidelines to be the lowest possible fare.

SECTION D - PACKAGING AND MARKING

Any documentation to be furnished to the Government under this contract (other than hand carried documents) shall be packaged and packed in accordance with standard commercial practice in order to ensure safe delivery at destination and shall be marked with this contract number for identification. All delivery charges shall be prepaid.

SECTION E - INSPECTION AND ACCEPTANCE

The following Federal Acquisition Regulation (FAR) clauses are incorporated by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make the full text available.

<u>Clause No.</u>	<u>Title and Date</u>
52.246-4	Inspection of Services - Firm Fixed-Price (FEB 1992)

Items 0001 and 0002 and Option Items 0201-0401, 0202-0402:

a. Inspection and acceptance of all items and services under this contract will be accomplished by a Government Contracting Officer's Technical Representative (COTR). The COTR will inspect, and be responsible for, the review and acceptance of all services under this Contract prior to its acceptance by the Government Contracting Officer.

b. Inspection of the services to be furnished thereunder shall be performed at destination. Acceptance shall be performed via approval of the contractor's invoice(s).

SECTION F - DELIVERIES OR PERFORMANCE

This contract incorporates the following contract clauses by reference, with the same force and Effect as if they were given in full text. Upon request, the Contracting Officer (CO) will make their full text available.

<u>CLAUSE NO.</u>	<u>TITLE</u>	<u>DATE</u>
52.212-13	Stop-Work Order	AUG 1989

F.1 PERIOD OF PERFORMANCE

The base period of performance is 24 months from contract award. Additionally, there are three one year option periods.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 SUBMISSION OF INVOICES

(a) The Contractor shall be required to submit one original and two (2) copies of each invoice to the following address:

U.S. Department of Transportation
Office of the Secretary
Accounting Division, TBP-24
400 7th Street, SW, Room 9112
Washington, DC 20590

(b) One copy of each invoice shall be submitted to the following address:

U.S. Department of Transportation
Transportation Administrative Service Center
Acquisition Services, SVC-180
400 7th Street, SW, Room 9413
Washington, DC 20590
ATTN: Pat Hanson

G.2 ADDITIONAL INFORMATION RELATING TO FAR 52.232-28

In accordance with FAR 52.232-28, "Electronic Funds Transfer Payment Methods", payments under this contract may be made using the Automatic Clearing House Network (ACH). If this method of payment is elected, the Contractor must complete the SF 3881, "Payment Information Form - ACH Vendor Payment System", attached hereto as Attachment J-1. The SF 3881 must be completed and submitted to the Contracting Officer after contract award no later than fourteen days before an invoice or contract financing request is submitted.

G.3 PAYMENT VERIFICATION

The COTR shall review and certify to the adequacy, accuracy and completeness of the documentation provided by the contractor in support of all requests for reimbursement.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 INCORPORATION OF SECTION K BY REFERENCE

In accordance with FAR 15.406-1(b), Part IV of the Uniform Contract Format shall not be physically included in the contract, but Section K, Representations, Certifications, and Other Statements of Offerors (as completed by the Contractor), shall be deemed incorporated by reference in the contract.

H.2 ALTERNATE DISPUTES RESOLUTION (ADR)

The Government is willing to practice and participate in Alternate Disputes Resolution (ADR) techniques, including partnering and mediation during the performance of this contract. (Reference Section I, Disputes Clause 52.233-1).

The Contractor _____ is _____ is not willing to practice and participate in ADR.

H.3 INTERRELATIONSHIPS OF CONTRACTORS

DOT may have entered contractual relationships in order to provide information technology requirements separate from the work to be performed under this contract, yet having links and interfaces to this contract. Further, DOT may extend these existing relationships or enter into new relationships. The Contractor may be required to coordinate with other such contractor(s) through the cognizant CO and/or designated representative in providing suitable, non-conflicting technical and/or management interfaces and in avoidance of duplication of effort. Information on deliverables provided under separate contracts may, at the discretion of the DOT be provided to such other contractor(s) for the purpose of such review.

H4 INSURANCE

See Section I - clause 52.228-5 "Insurance Working on a Government Installation" (SEP 1989). The Contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance as

provided below, such insurance to specifically include liability assumed by the Contractor under this contract.

- a. Workman's compensation insurance as required by law of the State.
- b. Comprehensive bodily injury liability insurance with limits of not less than \$500,000 for each accident.
- c. Property damage liability with a limit of not less than \$100,000 for each accident.
- d. Automotive bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property damage liability insurance, with a limit of not less than \$40,000 for each accident.

Each policy of insurance shall contain an endorsement that any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the contractor gives written notice of cancellation or change, as required by the Contracting Officer. When the coverage is provided by self-insurance, the Contractor shall not change or decrease the coverage without the contracting Officer's prior approval.

A certificate of each policy of insurance shall be furnished to the Contracting Officer within ten (10) days after notice of award certifying, among other things, that the policy contains the aforementioned endorsement. The insurance company providing the above insurance shall be satisfactory to the Government. Notices of policy changes shall be furnished to the Contracting Officer. The substance of this clause shall be made to flow down to any subcontractors.

H.5 NON-PERSONAL SERVICES

- a. As stated in the Federal Register, Volume 57, No. 190, page 45096, dated September 30, 1992, Policy Letter on Inherently Governmental Functions, no personal services shall be performed under this contract. No Contractor employee will be directly supervised by the Government. All individual employee assignments, and daily work direction, shall be given by the applicable employee supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

b. The contractor shall not perform any inherently Governmental actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the contractor employee shall state that they have no authority to in any way change the contract and that if the other contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

c. The Contractor shall insure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

H.6 CONTRACTOR RESPONSIBILITIES

a. The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of this contract.

b. The Contractor shall save and hold harmless and indemnify the Government against any and all liability, claims, and costs of whatever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with, or in any way incident to, or arising out of, the occupancy, use service, operations, or performance of work under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor.

c. The Government shall not be liable for any injury to the Contractor's personnel or damage to the contractor's property unless such injury or manage is due to negligence on the part to the government and is recoverable under the Federal Torts Claims Act, or pursuant to another Federal statutory authority.

d. A smooth and orderly transition between the Contractor and a predecessor or successor Contractor is necessary to ensure minimum disruption to vital Government business. The Contractor shall cooperate fully in the transition.

e. The contractor shall adhere to the same professional and ethical standards of conduct required of Government personnel . The Contractor shall not:

1. Discuss with unauthorized persons any information obtained in the performance of work under this contract;
2. Conduct business not directly related to this contract on Government premises;
3. Use computer systems and/or other Government facilities for company or personal business other than work related to this contract; or
4. Recruit on Government premises or otherwise act to disrupt official Government business.

H.7 CONTRACTOR STAFF TRAINING

The Contractor shall provide fully trained and experienced technical and lead personnel required for performance. Training of contractor personnel shall be performed by the Contractor at his/her own expense, except:

When the Government has given prior approval for training to meet special requirements that are peculiar to this contract.

Limited training of Contractor employee(s) may be authorized when the Government changes the IT hardware and/or software during performance of this contract and it is determined to be in the best interest of the Government.

The Government will not authorize training for contractor employees to attend seminars, Symposia, or User Group Conferences, unless certified by the Contractor and the COTR that attendance with mandatory for the performance of the contract. When training is authorized by the Contracting Officer in writing under the conditions set forth above, the Government will reimburse the Contractor for tuition, travel, and per diem, if required.

Training at Government expense will not be authorized for replacement personnel nor for the purpose of keeping Contractor personnel abreast of advances in the state-of-the-art or for training Contractor employees on equipment, computer languages, and computer operating systems that are available on the commercial market.

H.8 PRICING METHODOLOGY

The contractor proposes to receive a fee to be earned per transaction as follows:

1. Agentless booking \$ _____
2. E-Mail/Fax \$ _____
3. Phone/In person \$ _____

H.9 INCENTIVES

The percentage of DOT savings shared with the Contractor will range from 50% to 0% based on achieving/exceeding quality performance standards.

SECTION I - CONTRACT CLAUSES

I. Federal Acquisition Regulation (48 C.F.R. Chapter 1) Clauses

52.252-2 Clauses Incorporated By Reference (JUN 1988)

The contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available.

<u>Clause No.</u>	<u>Title and Date</u>
52.202-1	Definitions (SEP 1991)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1985)
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (SEP 1990)
52.203-13	Procurement Integrity - Service Contracting (SEP 1990)
52.204-4	Printing/Copying double-Sided on Recycled Paper (MAY 1995)
52.215-2	Audit and Records-Negotiation (OCT 1995)
52.215-22	Price Reduction for Defective Cost or Pricing Data (OCT 1995)
52.215-33	Order of Precedence (JAN 1986)
52.215-40	Notification of Ownership Changes (FEB 1995)
52.217-8	Option to Extend Services (AUG 1989)
52.217-9	Option to Extend the Term of the Contract (MAR 1989)
52.222-3	Convict Labor (APR 1984)
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (APR 1984)
52.222-24	Preaward On-Site Equal Opportunity Compliance Review (APR 1984)
52.222-26	Equal Opportunity (APR 1984)
52.222-27	Affirmative Action Compliance Requirements (APR 1984)
52.222-28	Equal Opportunity Preaward Clearance of Subcontracts (APR 1984)
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984)
52.222-36	Affirmative Action for Handicapped Workers (APR 1984)
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 1988)
52.222-41	Service Contract Act of 1965, as Amended (MAY 1989)

52.223-2	Clean Air and Water (APR 1984)
52.223-6	Drug-Free Workplace (JUL 1990)
52.224-1	Privacy Act Notification (APR 1984)
52.224-2	Privacy Act (APR 1984)
52.227-1	Authorization and Consent (JUL 1995)
52.228-5	Insurance Work on a Government Installation (SEP 1989)
52.229-3	Federal, State, and Local Taxes (JAN 1991)
52.232-1	Payments (APR 1984)
52.232-8	Discounts for Prompt Payment (APR 1989)
52.232-11	Extras (APR 1984)
52.232-17	Interest (JAN 1991)
52.232-23	Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (MAR 1994)
52.232-28	Electronic Funds Transfer Payment Methods (APR 1989)
52.233-1	Disputes (MAR 1994)
52.242-13	Bankruptcy (JUL 1995)
52.243-1	Changes-Fixed-Price (AUG 1987)
52.244-5	Competition in Subcontracting (APR 1984)
52.245-2	Government Property (Fixed Price Contract) (DEC 1989)
52.249-2	Termination for Convenience of the Government (Fixed Price) (APR 1984)
52.249-8	Default (Fixed-Price Supply and Service) (APR 1984)
52.253-1	Computer Generated Form (JAN 1991)

**52.203-9 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT
INTEGRITY-MODIFICATION (SEP 1995)**

(a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.

(b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.

(c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification. The certification in paragraph (c)(2) of this clause is not required for a modification which procures commercial items.

CERTIFICATE OF PROCUREMENT INTEGRITY-MODIFICATION (NOV 1990)

(1) I, _____ (Name of certifier) am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any

information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement _____ (contract and modification number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of _____ (Name of Offeror) who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity-Modification (Continuation Sheet), ENTER NONE IF NONE EXISTS)

(Signature of the officer or employee responsible for the modification proposal and date)

(Typed name of the officer or employee responsible for the modification proposal)

* Subsections 27 (a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.

(e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

52.220-1 PREFERENCE FOR LABOR SURPLUS AREA CONCERNS
(APR 1984)

(a) This acquisition is not a set aside for labor surplus area (LSA) concerns. However, the offeror's status as such a concern may affect (1) entitlement to award in case of tie offers or (2) offer evaluation in accordance with the Buy American Act clause of this solicitation. In order to determine whether the offeror is entitled to a preference under (1) or (2) above, the offeror must identify, below, the LSA in which the costs to be incurred on account of manufacturing or production (by the offeror or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(b) Failure to identify the locations as specified above will preclude consideration of the offeror as a LSA concern. If the offeror is awarded a contract as an LSA concern and would not have otherwise qualified for award, the offeror shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES
(MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service

employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary Wage - Fringe Benefits
___Travel Clerk_____	\$10.09_____
_____	_____
_____	_____
_____	_____

(End of clause)

II. Transportation Acquisition Regulation (49 CFR CHAPTER 12) Clauses

The contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available.

<u>Clause No.</u>	<u>Title and Date</u>
1252.209-70	Disclosure of Conflicts of Interest (OCT 1994)
1252.215-70	Key Personnel and/or Facilities (OCT 1994)

1252.242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (OCT 1994)

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

SECTION J - LIST OF ATTACHMENTS

J-1 SF 3881, "Payment Information Form - ACH Vendor Payment System

J-2 Wage Rate

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER
STATEMENTS OF OFFERORS**

**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY
REFERENCE (JUN 1988)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available.

<u>CLAUSE NO.</u>	<u>TITLE AND DATE</u>
52.203-11	Certification and Disclosure Regarding Payments To Influence Certain Federal Transactions (APR 1991)
52.222-21	Certification Of Nonsegregated Facilities (APR 1984)
52.223-5	Certification Regarding A Drug-Free Work Place (JUL 1995)

**K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
(APR 1985)**

(a) The offeror certifies that:

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a formally advertised solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through a)(3) above _____

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 52.203-4 CONTINGENT FEE REPRESENTATION AND AGREEMENT
(APR 1984)

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror--

(Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.)

(1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and

(2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or a)(2) is answered affirmatively, to promptly submit to the Contracting Officer--

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

K.3 52.203-8 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY. (SEP 1995)

(a) Definitions. The definitions at FAR 3.104-4 are hereby incorporated in this provision.

(b) Certifications. As required in paragraph (c) of this provision, the officer or employee responsible for this offer shall execute the following certification. The certification in paragraph (b)(2) of this provision is not required for a procurement of commercial items.

CERTIFICATE OF PROCUREMENT INTEGRITY

(1) I, _____ (Name of certifier), am the officer or employee responsible for the preparation of this offer and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement _____ (solicitation number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of _____ (Name of Offeror) who has participated personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27 (a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity (Continuation Sheet), ENTER NONE IF NONE EXIST)

(4) I agree that, if awarded a contract under this solicitation, the certifications required by subsection 27(e)(1)(B) of the Act shall be maintained in accordance with paragraph (f) of this provision.

(Signature of the officer or employee responsible for the offer and date)

(Typed name of the officer or employee responsible for the offer)

* Subsections 27 (a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(c) For procurements, including contract modifications, in excess of \$100,000 made using procedures other than sealed bidding, the signed certifications shall be submitted by the successful Offeror to the Contracting Officer within the time period specified by the Contracting Officer when requesting the certificates except as provided in subparagraphs (c)(1) through (c)(5) of this clause. In no event shall the certificate be submitted subsequent to award of a contract or execution of a contract modification:

(1) For letter contracts, other unpriced contracts, or unpriced contract modifications, whether or not the unpriced contract or modification contains a maximum or not to exceed price, the signed certifications shall be submitted prior to the award of the letter contract, unpriced contract, or unpriced contract modification, and prior to the definitization of the letter contract or the establishment of the price of the unpriced contract or unpriced contract modification. The second certification shall apply only to the period between award of the letter contract and execution of the document definitizing the letter contract, or award of the unpriced contract or unpriced contract modification and execution of the document establishing the definitive price of such unpriced contract or unpriced contract modification.

(2) For basic ordering agreements, prior to the execution of a priced order; prior to the execution of an unpriced order, whether or not the unpriced order contains a maximum or not to exceed price; and, prior to establishing the price of an unpriced order.

The second certificate to be submitted for unpriced orders shall apply only to the period between award of the unpriced order and execution of the document establishing the definitive price for such order.

(3) A certificate is not required for indefinite delivery contracts (see Subpart 16.5) unless the total estimated value of all orders eventually to be placed under the contract is expected to exceed \$100,000.

(4) For contracts and contract modifications which include options, a certificate is required when the aggregate value of the contract or contract modification and all options (see 3.104-4(e)) exceeds \$100,000.

(5) For purposes of contracts entered into under section 8(a) of the SBA, the business entity with whom the SBA contracts, and not the SBA, shall be required to comply with the certification requirements of subsection 27(e). The SBA shall obtain the signed certificate from the business entity and forward the certificate to the Contracting Officer prior to the award of a contract to the SBA.

(6) Failure of an Offeror to submit the signed certificate within the time prescribed by the Contracting Officer shall cause the offer to be rejected.

(d) Pursuant to FAR 3.104-9(d), the Offeror may be requested to execute additional certifications at the request of the Government. Failure of an Offeror to submit the additional certifications shall cause its offer to be rejected.

(e) A certification containing a disclosure of a violation or possible violation will not necessarily result in the withholding of award under this solicitation. However, the Government, after evaluation of the disclosure, may cancel this procurement or take any other appropriate actions in the interests of the Government, such as disqualification of the Offeror.

(f) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing contractor responsible for the offer may rely upon a one-time certification from each individual required to submit a certification to the competing contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for 6 years from the date a certifying employee's employment with the company ends or, for an agent, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

(g) Certifications under paragraphs (b) and (d) of this provision are material representations of fact upon which reliance will be placed in awarding a contract.

K.4 52.204-3 TAXPAYER IDENTIFICATION (MAR 1994)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN)

() TIN: _____

() TIN has been applied for.

() TIN is not required because:

() Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

() Offeror is an agency or instrumentality of a foreign Government;

☐ Offeror is an agency or instrumentality of a Federal state or local Government;

☐ Other. State Basis. _____

(d) Corporate Status

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity;

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

☐ Name and TIN of common parent:

Name: _____

TIN: _____

K-5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAY 1989).

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ____are not____ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have____have not____, within a 3 year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are____are not____ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has____has not____, within a 3 year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that

the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 52.215-6 TYPE OF BUSINESS ORGANIZATION (JUL 1987)

The offeror or quoter, by checking the applicable box, represents that -

(a) It operates as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, or ☐ a joint venture.

(b) If the offeror or quoter is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____.
Country

K.7 52.215-11 AUTHORIZED NEGOTIATORS (APR 1984)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations; [List names, titles, and telephone numbers of authorized negotiators].

K.8 52.215-19 PERIOD FOR ACCEPTANCE OF OFFER (APR 1984)

In compliance with the solicitation, the offeror agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date specified in the solicitation for receipt of offers, to furnish any or all items on which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

K.9 52.215-20 PLACE OF PERFORMANCE (APR 1984)

(a) The offeror or quoter, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(b) If the offeror or quoter checks "intends" in paragraph

(a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street
Address, City, County, State,
Zip Code of Offeror)
Offeror or Quoter

Name and Address of Owner
and Operator of the Plant
or Facility of Other than

K.10 52.219-1 SMALL BUSINESS CONCERN REPRESENTATION (FEB 1995)

(a) Representation. The offeror represents and certifies as part of its offer that it _____ is, _____ is not a small business concern.

(b) Definition.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in this solicitation.

(c) Notice. (1) If the solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and Debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.11 52.219-2 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (FEB 1990)

(a) Representation. The offeror represents that it _____ is, _____ is not a small disadvantaged business concern.

(b) Definitions.

"Asian-Pacific Americans," as used in this provision, means United States citizen whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands, the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia.

"Indian tribe," as used in this provision, means any Indian tribe, band, nation, or other organized group or community of Indians, including any Alaska Native Corporation as defined in 13 CFR

124.100 which is recognized as eligible for the special programs and services provided by the U.S. to Indians because of their status as Indians, or which is recognized as such by the State in which such tribe, band, nation, group or community resides.

"Native Americans," as used in this provision, means American Indians, Eskimos, Aleuts, and native Hawaiians.

"Native Hawaiian Organization," as used in this provision, means any community service organization serving Native Hawaiians in, and chartered as a not-for-profit organization by, the state of Hawaii, and whose business activities will principally benefit such native Hawaiians.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (a) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and (b) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR part 124.

"Subcontinent Asian Americans," as used in this provision, means United States citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal.

(c) Qualified groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other individuals found to be qualified by SBA under 13 CFR 124. The offeror shall presume that socially and economically disadvantaged entities also include Indian tribes and Native Hawaiian Organizations.

**K.12 52.219-3 WOMEN-OWNED SMALL BUSINESS REPRESENTATION
(APR 1984)**

(a) Representation. The offeror represents that it [] is, [] is not a women-owned small business concern.

(b) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

**K.13 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
(APR 1984)**

The offeror represents that:

(a) It [] has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 111145;

(b) It [] has, [] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.14 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that (a) it [] has developed and has on file, [] has not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.15 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that:

(a) Any facility to be used in the performance of this proposed contract is [], is not [] listed on the Environmental Protection Agency List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, or the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offer or proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every non-exempt subcontract.

K.16 FEDERAL PROCUREMENT DATA

Each Contractor receiving an award over \$10,000 will be requested to provide the information as set forth below:

(1) DUNS Identification Number: _____

The number is assigned by Dun and Bradstreet, Incorporated, and is contained in that company's Data Universal Numbering System (DUNS). If the number is not known, it can be obtained from the Dun and Bradstreet Office in Baltimore, MD., the telephone number is (301) 984-8500. If no number has been assigned by Dun and Bradstreet, insert the word "none".

(2) Home Office County and Congressional District; _____

(3) Congressional District of the Principal place of performance:

(4) SIC (Standard Industrial Code):_____.

PLEASE ALSO PROVIDE the Contractor Establishment Code:

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO
OFFERORS**

**L.1 FAR 52.252-01 SOLICITATION PROVISION INCORPORATED
BY REFERENCE (JUN 1988)**

This solicitation incorporates the following solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request the CO will make their full text available.

52.215-5	Solicitation Definitions	JUL 1987
52.215-7	Unnecessarily Elaborate Proposals	APR 1984
52.215-8	Amendments to Solicitations	DEC 1989
52.215-9	Submission of Offers	JUL 1995
52.215-10	Late Submissions, Modifications, Withdrawals of Proposals	DEC 1989
52.215-13	Preparation of Offers	APR 1984
52.215-14	Explanation to Prospective Offerors	APR 1984
52.215-15	Submit Offer	Failure to JUL 1995
52.215-16	Contract Award	OCT 1995

L.2 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract as a result of this solicitation.

L.3 FAR 52.233-2 SERVICE OF PROTEST (OCT 1995)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Department of Transportation
TASC/Acquisition Services
400 7th SW, Room 9413
Washington, D.C. 20590
ATTN: Richard Lieber

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing a protest with the GAO.

L.3 REQUEST FOR CLARIFICATION (RFC)

All requests for RFP clarification are due before P.M. on to the address given below.

If any RFCs are received after the date stated above, the Government reserves the right not to provide an answer. If, however, in the Government's opinion, the RFC cites an issue of significant importance, the Government will provide written responses to all offerors.

Offerors should use the following format in requesting RFP clarification:

RFP: DTTS59-97-R-00002

DATE:

OFFEROR:

QUESTION NUMBER:

RFP SECTION:

PARAGRAPH/CLAUSE:

SUBJECT:

QUESTION:

Only written requests shall be entertained by the Government. All written RFCs should be submitted to the following:

U.S. Department of Transportation
TASC/Acquisition Services
ATTN: Patricia Hanson
400 7th St SW, Room 9413
Washington D.c. 20590

The Government will not provide any information concerning requests for clarifications in response to telephone calls from Offerors. Requests transmitted via facsimile (fax number (202) 366-9848) are acceptable. Written (and faxed) inquiries will be answered in writing and provided to all Offerors.

L.4 52.219-22 SIC CODE AND SMALL BUSINESS SIZE STANDARD (JAN 1991)

(a) The standard industrial classification (SIC) code for this acquisition is 4724.

(b) (1) The small business size standard is \$1,000,000, as measured by total revenue, but excluding funds received in trust for an unaffiliated third party, such as bookings or sales subject to commissions. The commissions received would be included as revenue.

(2) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture is 500 employees.

L.5 PROPOSAL FORMAT INSTRUCTIONS

A. Proposals, signed by an official authorized to bind the offeror, shall set forth full, accurate, and complete information as required by this solicitation. The penalty for making false statements is prescribed in 18 USC 1001. Failure to furnish full and complete information requested may cause an offer to be determined unacceptable.

B. Any pages submitted in excess of the maximum number specified below will be removed from the proposals, sealed in separate envelopes and will not be evaluated. Covers, title pages, tables of contents, tab sheets cross reference indices, section dividers, resumes and letters of commitment shall not count against these page limitations.

C. A total of five proposal copies will be required from each Contractor. Each section of the proposal pages must be numbered, left side paper punched and inserted in three (3) ring binders. The printing should be 10 or 12 character per inch with no reduction. figures and charts may be reduced if the text on the figures and charts is readable.

D. All sections of the proposal shall be concise and free of non-pertinent material.

Section I - Background

Provide a brief introduction not to exceed three (3) pages.

Section II - Selection Criteria

All technical proposals must address the following items in the order presented. Each response must be limited to two pages per item except items one (1) through four (4)

which must be limited to four (4) pages. Each item shown below shall contain two parts:

- A. Past Performance
- B. Technical Approach

1. Analytical Approach to travel

a. DOT is deeply interested in improving the quality of service provided to travelers and travel arrangers. Please describe the various approaches to improve the quality of services that would be made available to DOT.

b. Provide examples of techniques and strategies to achieve travel savings. These could include how to track the various frequent traveler programs to maximize the use of free tickets, using newly developed automation products to achieve travel savings, negotiating with hotels/car rental companies in conjunction with other clients, etc. Benchmarking of savings should be based on negotiated government-wide GSA rates. For example, offerors should explain how it will select hotel/motel chains and cities to assess the value of, and assist in locating and negotiating rates, below those offered to federal travelers for preferred lodging establishments, rental car companies, etc.

Name the accounts, past or present, including contact name, address and telephone number, that support the experience in each of the following items:

- two (2) past or present federal government or military clients using federal government rates
- two (2) past or present clients using agency negotiated rates for lodging, group meetings and conferences, car rentals, etc.

2. Technology

The Contractor shall explain in detail its ability and its products that will provide multiple methods for reservation processing including E-mail, Automated Booking System, and telephone.

Name the accounts, past or present, including contact name, address and telephone number, that support the experience in each of the following items:

- two (2) past or present clients using an E-mail reservation process
- two (2) past or present clients using internet/intranet booking systems

3. Quality Standards/ Control System

- a. The Contractor is expected to have an automated quality control system to support travel activity of DOT. Describe what automation products will be used to monitor and measure quality and what services shall be used to determine DOT traveler satisfaction.
- b. The Contractor is asked to provide trend charts, graphs and /or other form of statistical data to demonstrate the quality standards along the lines outlined in attachment D. In addition, the Contractor shall provide an explanation on how the standards are measured and reported.
- c. The contractor shall present a matrix outlining how savings sharing compensation can change based on the ability to meet and exceed quality standards. Savings sharing shall range from 50% to 0%.

4. Financial Program

a. The Contractor is to propose and price a variable fee structure based on the requirements outlined in the SOW. The Contractor shall price the following reservation transactions:

1. Email/Fax
2. Agentless (Internet/Intranet)
3. Phone/In-Person

The fees shall include charges for changes or cancellations of reservations. The Contractor is required to present a plan on how the fee structure will change over time taking into account potential air travel volume growth and increased use of travel technology.

Projections shall include airline commissions and overrides (domestic), hotels and car rentals. When presenting direct cost estimates, list all items that will be deducted as direct costs. Any additional services that are not included in the financial program must be identified with associated cost. Provide an example pro forma statement based on the financial program presented. The following criteria must be used in pro forma examples:

Domestic airline commissions will average 7.2% of gross domestic air spending (use \$11 million in gross airfare)

Maximum hotel commissions will be 2.5% of the gross hotel spending (use \$2 million in gross booking)

Car rental commission will be 4% of gross car rental spending (use \$1 million in gross booking)

b. The Contractor shall explain how it will set up a net billing mechanism on the front end to eliminate the need for retrospective reimbursements and adjustments.

5. Alternate Configurations

Initially, the Contractor is to offer to continue the current configuration (multiple on-sites, three operations plus three STP locations). In addition, the Contractor shall propose the most effective method to service DOT. The Contractor must layout the supporting rationales for its recommendation and a summary of the service and financial benefits to DOT. The amount of space needed for on-site operations will be determined by the Contractor with DOT approval. Please estimate the space you will need for on site facilities¹.

Name the accounts, past or present, including contact name, address and telephone number, that support the experience in each of the following items:

two (2) past or present clients with similar sized air volume (\$8-\$12 million)

two (2) past or present clients with centralized service configurations

6. Staffing

a. The management of DOT's travel program will require a designated account manager to interface with DOT and the Contractor. The Contractor's hiring priorities for the account manager must include knowledge of the federal travel regulations, five (5) years experience in the management of travel services, at least 3 years of supervisory experience with travel accounts, and at least 2 years with federal government travel policy. That individual must support overall travel management objectives and assist in implementation. Describe the Contractor's account management system, name the person and the alternate that will be assigned the DOT account (including a brief resume) and list the duties to be performed by that person. The Contractor's hiring priorities for reservationists must include three (3) years experience in travel services and must have received training from an accredited airline commercial reservation system (CRS). One agent must have at least five (5) years of international experience. Specify the number of agents and support staff that will be assigned to manage the DOT account.

¹ The Contractor will pay rent for on-site facilities as follows: Nassif Building, \$28.86 per square foot; FAA Building, \$34.89 per square foot; and Transpoint Building, \$25.36 per square foot.

b. Describe how the manager and agents will be selected and trained on Government travel policies and procedures and the flexible way those policies may be applied. Describe how managers and agents will be rewarded for outstanding performance in improving quality of service while at the same time achieving cost savings.

7. Management Reporting and Automation Products

DOT will require both detailed and summarized travel management reports. Describe the Contractor's management reporting system, available formats (electronic/paper) and how accuracy and timeliness is assured for DOT. Indicate which computer reservation system(s) is utilized and what additional automation products the Contractor has developed to support good travel management reporting. What optional products are available and what is the cost (if any) of such products.

8. Twenty-Four Hour Service Function

DOT travelers may utilize the services of the Contractor at any hour. Describe the Contractor's 24 hour emergency service, staff size, location(s), ownership and how it is provided to international travelers. What service do you provide for emergency location and notification of employees while on international travel.

9. International Capabilities and Service Method

Describe the Contractor's international travel capabilities including the method used to book international air travel, hotels and car rentals for clients. What methods are used to support guaranteed economical fares for international travel consistent with the Federal Travel Regulations.

10. Back-Up Support System

It is critical that DOT services continue effectively during natural disasters, agent illness, vacation or heavy activity. Describe the Contractor's method for providing back-up assistance, the hours of normal operation and emergency services.

11. Executive Services

Certain DOT officials, approximately thirty five, may require special handling and attention. Describe the services offered to designated officials and their support staff and indicate what additional services would be provided for these individuals. This service requires a dedicated phone line and reservationist.

12. Implementation Plan

The contract shall be implemented 60 days after contract award. The Contractor proposal is to include an implementation schedule with major action items to be completed prior to start-up. Explain how the Contractor will complete the transition from the current method of operation.

Section III - Additional References

All Contractor proposals must present (10) references of current accounts (accounts named as part of Section II requirement can be repeated here as long as they are current accounts) including contact name, address and telephone number. The references should be similar to DOT in service requirements. If applicable, each Contractor proposal must present two (2) references of past accounts who terminated services within the last twelve months including reasons for termination.

Section III. Supplemental Information

Any charts or graphics in support of this proposal should be included in this section not to exceed fifteen (15) pages.

Section IV. Past Performance

Offerors shall distribute Appendix 1, "Past Performance Survey", for each company/federal agency it listed as a reference under L-5. The offeror is responsible for the survey being returned to the address shown in block 6 on the SF33. This information is due no later than 5 calendar days from the date of submission of proposals.

The Offeror is responsible for exerting its "best efforts" to ensure its references submit completed past performance questionnaires directly to the Government not later than the required submission date. Offerors are cautioned that failure to demonstrate "best efforts" may result in an unsatisfactory rating for this factor.

The following record format shall be used and submitted as part of the proposal submission by the Offeror for each of the Offeror's references provided in accordance with L-5 above.

PAST PERFORMANCE QUESTIONNAIRE RECORD

OFFEROR'S REFERENCE COMPANY/AGENCY NAME:			
REFERENCE NAME/PHONE NUMBER:			
REFERENCE ADDRESS:			
Date of Action	Type of Action (e.g., sent questionnaire, follow up call)	Person Contacted & Phone Number	Status of Questionnaire

Appendix 1

Part I: INSTRUCTIONS

The company who has provided you with this form is proposing on a Department of Transportation (DOT) acquisition of travel management services. Past performance is the most important criteria for the acquisition, so input from current or previous customers of the offeror is critical in selection the best contractor for these requirements. We would greatly appreciate you taking the time to complete this form. The information is to be provided directly to Ms. Pat Hanson, the DOT Contract Specialist and will NOT be disclosed to the offeror. Please provide an accurate assessment of the proposed contractor based on your experience and return to DOT, by mail, to the address shown below, no later that _____, 1996. If you have any questions, please contact Ms. Hanson at (202)366-4976.

Ms. Pat Hanson
 Department of Transportation/TASC
 Acquisition Services - Room 9413
 400 7th Street, S.W.
 Washington DC 20590

Part II: GENERAL INFORMATION

1. Offeror's Name and Address

2. Customer Organization
 Name and Address

3. Contract Number: _____

2a. Evaluator

4. Annual Contract Volume _____

Name: _____

Title: _____

Phone No.

5. Brief Description of Your Contract Requirements:

Part III: Offeror Performance Rating

Please summarize the Offeror's performance in each of the 10 question areas. Each question has four possible adjectival ratings. Determine the adjectival rating that most nearly represents your experience with this offeror and indicate your assessment by placing an "X" under the appropriate heading. Adjectival ratings are defined below and should be used as a reference in assessing performance:

OUTSTANDING (O)
 acceptable and
 unique, or
 benefits

=

Offeror performance was technically
 provided exceptional significant,
 worthwhile features and

SATISFACTORY (S)
 requirements and
 demonstrated an
 understanding/performance of the

=

Offeror performance met contract
 customer expectations (i.e.,
 acceptable requirements,

provided an acceptable management and technical approach to requirements; and provided complete response to customer needs.

MARGINAL (M) = Offeror performance could have stood improvement and excessive oversight and direction, was often required to address weaknesses or deficiencies in performance or customer expectation, etc.)

UNSATISFACTORY (U) = Offeror performance DID NOT meet customer expectations or contract requirements

NOT APPLICABLE (N/A) = Offeror was not required to perform in this area on this contract

	O	S	M	U	NA
1) Ability of the Offeror to improve the quality of service provided to travelers and travel arrangers					
2) Ability of the Offeror to maximize savings opportunities through various techniques and strategies (i.e., track the various frequent traveler programs to maximize the use of free tickets, negotiating with hotels/car rental companies in conjunction with other clients)					
3) Ability of the Offeror to educate travelers and travel arrangers on the various travel savings opportunities					
4) Ability of the Offeror to adapt in the rapidly changing travel technology environment.					
5) Ability and willingness of the Offeror to modify contract provision to align them with major changes in the travel industry (i.e., the way common carriers, lodgings, car rentals and meals are offered to travelers - pricing and compensation made to travel agents and travelers).					
6) Ability to promptly resolve disputes or issues to the satisfaction of the traveler or travel arranger.					
7) Ability of the Offeror to provide personnel with the required and proper equipment to perform contract requirements					

8) Ability of the Offeror to provide sufficient personnel to effectively perform the contract requirements (i.e., providing backups, replacing departing personnel)					
9) Ability of the Offeror to put in place an effective training program for both new personnel and to maintain the proficiency of existing personnel					
10) Ability of the Offeror to generate detailed and summarized management reports					
11) Ability of the Offeror to handle the needs of designated executive officials (VIPs)					

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 BASIS OF AWARD

1. The primary objective of this evaluation is to determine the extent to which the offeror's approach is likely to result in an effective program. Offerors are advised that the proposal meeting the solicitation requirements with the lowest price may not be chosen if award to a higher-price proposal affords the Government greater overall benefit. Award shall be made to the offeror whose proposal is determined to best meet the needs of the Government after consideration of all factors -- i.e., provides the "best value". "Best value", for the purpose of the contract is defined as the procurement process that results in the most advantageous acquisition decisions for the Government and is performed through an integrated assessment and trade-off analysis between technical (i.e., management approach, personnel, cost control methodology) and cost factors. The Government will select an alternative that represents the "best value".

2. The Government reserves the right to award without discussions. It is the Government's desire to evaluate the proposals and award a contract without discussions with the offerors and award a contract solely on the offerors' original proposals. Therefore, each initial offer should contain the offeror's best terms. However, the Government reserves the right to conduct discussions if later determined to be necessary.

3. The Government will evaluate an Offeror's compliance with the requirements described in section C, as outlined in section L of this solicitation.

4. The contract award decision will be based on evaluation of the following factors:

1. Past Performance
2. Technical Approach
3. Financial Program

5. Past Performance is the most important factor, more important than Technical Approach, which is more important than the Financial Program. Under both Past Performance and Technical Approach, subfactors (listed in descending order of importance) are as follows:

- A. Analytical approach to travel
- B. Technology
- C. Quality Control System
- D. Alternative Configuration
- E. Staffing
- F. Management Reporting and Automation Products

- G. 24 hour service function
- H. International capabilities and service method
- I. Backup support systems
- J. Executive Services
- K. Implementation Plan

M.2 EVALUATION FACTORS

A. Past Performance

1. By past performance, DOT means the Contractor's record of conforming to specifications and to standards of good workmanship; the contractor's adherence to contract schedules including the administrative aspects of performance; the contractor's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the contractor's business-like concern for the interest of the customer. Each Contractor will be evaluated on its performance under contracts/accounts for similar services, i.e., travel management/travel agency services. Performance on contracts or accounts other than those for the Federal Government will be rated and valued on the same basis as performance on Federal contracts. Address in terms of item identified in M.1.5 above.
2. The Government will evaluate a Contractor's past performance. Evaluation of past performance will be based on performance documentation or any other pertinent information available. It will not be based solely on information provided by the Contractor. In the case of the incumbent contractor, the review panel will include information concerning the incumbent's performance on the current contract in the evaluation of the incumbent's overall past performance. It will not be based on absolute standards of acceptable performance. DOT is seeking to determine whether a Contractor has consistently demonstrated a strong commitment to customer satisfaction and timely delivery of services. This is a matter of judgment. Failure to provide required information in the proposal may result in disqualification.

B. Technical Approach

By technical approach, the Government means the contractor's implementation plans for conforming to specifications and to standards described in this solicitation. Technical Approach will be rated and valued on a lower basis than past performance.

C. Financial Program

The financial program should represent the offeror's response to the requirements in this solicitation. Any inconsistency, whether real or apparent,

between the performance and price must be explained. For example, if unique and new approaches are the basis for an abnormally low estimate, the nature of these approaches and any price inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding of the nature of the work required.

